# OP \$265.00 212278

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Neat Solutions, Inc.		07/02/2009	CORPORATION: FLORIDA

### **RECEIVING PARTY DATA**

Name:	Hamco, Inc.	
Street Address:	916 S. Burnside Ave.	
City:	Gonzales	
State/Country:	LOUISIANA	
Postal Code:	70737	
Entity Type:	CORPORATION: LOUISIANA	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2122791	TABLE TOPPER
Registration Number:	2996279	STAY-IN-PLACE MAT
Registration Number:	3088839	TOPPERS TO-GO
Registration Number:	2877786	TUMMY TOPPER
Registration Number:	3496650	NEAT-WARE
Registration Number:	3047024	CHANGING TABLE TOPPER
Registration Number:	2719702	POTTY TOPPER
Registration Number:	2940650	SHOPPER TOPPER
Serial Number:	77762757	NEAT SOLUTIONS
Serial Number:	77762667	FLOOR TOPPER

## **CORRESPONDENCE DATA**

Fax Number: (225)926-2685

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (225)927-9908

TRADEMARK
REEL: 004029 FRAME: 0182

900139220

Email: njc@rkkdlaw.com Correspondent Name: Neil J. Coig Address Line 1: 2355 Drusilla Lane Address Line 4: Baton Rouge, LOUISIANA 70809 ATTORNEY DOCKET NUMBER: 10073.000 NAME OF SUBMITTER: Neil J. Coig /NJC/ Signature: 07/22/2009 Date: **Total Attachments: 5** source=Assignment-NeatSolutions-Trademarks#page1.tif source=Assignment-NeatSolutions-Trademarks#page2.tif source=Assignment-NeatSolutions-Trademarks#page3.tif source=Assignment-NeatSolutions-Trademarks#page4.tif source=Assignment-NeatSolutions-Trademarks#page5.tif

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made as of the 2nd day of July, 2009 by NEAT SOLUTIONS, INC., a Florida corporation with its principal place of business at 18047 W. Catawba Avenue, Suite 200, Cornelius, North Carolina 28031 ("Assignor"), to HAMCO, INC., a Louisiana corporation with its principal place of business at 916 S. Burnside Avenue, Gonzales, Louisiana 70737 ("Assignee").

### RECITAL

Assignee and Assignor are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including, without limitation, the service marks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Purchased Assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names, including, without limitation, those trademarks and trademark applications listed on <u>Schedule A</u> attached hereto and incorporated herein by this reference (all of the foregoing being referred to herein as the "<u>Marks</u>").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.

[Signature page follows.]

714173.1

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute: this Assignment of Trademarks as of the date first above written.

ASSIGNOR

NEAT SOLUTIONS, INC.

By Janus I. Beaty President

Agreed and accepted:

ASSIGNEE:

HAMCO INC.

By

E. Randall Chestout President and Chief

Executive Officer.

On this day of July, 2009, before me, a Notary Public duly commissioned, personally appeared James T. Beaty, the President of Neat Solutions, Inc. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf; of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public Notary Public Notary Public My Comm. Exp. m

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents as of the date first above written.

	ASSIGNOR:
	NEAT SOLUTIONS, INC.
:	By:
Agreed and accepted:	
ASSIGNEE:	

E. Randall Chestnut, President and Chief Executive Officer

HAMCO, INC.

# SCHEDULE A

# Registered Trademarks

Table Topper

Registration 2122791

Registration Date: 12/23/97 Section 8/25 renewal: 01/8/08

Stay-in-Place Mat Registration 2996279 Registration Date: 9/20/05

Toppers To-Go Registration 3088839 Registration Date: 5/6/06

Tummy Topper Registration 2877786 Registration Date: 8/24/04

Neat Ware Registration 3496650 Registration Date: 9/2/08

Changing Table Topper Registration 3047024 Registration Date: 1/17/06

Potty Topper Registration 2719702 Registration Date: 5/27/03

Section 8/25 renewal: Filed on 6/17/09

Shopper Topper Registration 2940650 Registration Date: 4/12/05

# Pending Trademark Applications

**Neat Solutions** 

Application Serial Number: 77762757

Application Date: 6/18/09

Floor Topper

**RECORDED: 07/22/2009** 

Application Serial Number: 77762667

Application Date: 6/18/09